

# **Exhibit K**

<b>Company Name</b>		<b>Application for variation of charge under Section 164(2)</b>
OCTEA MINING LTD. (the Company)		
<b>Company No.:</b>	1684821	

**R402****Application form and if registry stamped certificate**

<b>Description of instrument creating relevant charge</b>
An equitable mortgage dated 30 September 2014 (the <b>Charge</b> ) entered into between Ocea Mining Ltd. (the <b>Company</b> ), Tonguma Limited (registration number 1693148) ( <b>Tonguma</b> ) and Standard Chartered Bank (the <b>Chargee</b> ).
<b>Date of instrument creating charge or in the case of property acquired subject to an existing charge the date of acquisition of the property</b>
30 September 2014
<b>Short description of liability secured</b>
<p>All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document.</p> <p><b>Facility Agreement</b> means the US\$92,000,000 (previously US\$120,000,000, and originally US\$85,000,000) facility agreement dated 28 January 2011 between (among others) Ocea Limited (registration number 615683) (the <b>Borrower</b>) and the Chargee as supplemented, amended or as amended and restated from time to time, including pursuant to amendment and restatement agreements dated 23 November 2011 and 28 March 2013 and, most recently, a third amendment and restatement agreement dated 30 September 2014 between, among others, the Borrower and the Chargee.</p> <p><b>Finance Document</b> means each document or instrument designated as a "Finance Document" from time to time under the terms of the Facility Agreement, including the Facility Agreement itself and the Charge.</p> <p><b>Finance Party</b> means each person designated as a "Finance Party" from time to time under the terms of the Facility Agreement, including the Chargee.</p> <p><b>Obligor</b> means the Borrower or BSG Resources Limited (registration number 46565).</p>
<b>Short description of property charged</b>
<p>By way of equitable mortgage all of the Company's interest in all of the shares issued by Tonguma owned by the Company or held by any nominee on its behalf (<b>Shares</b>) and by way of fixed charge all of the Company's interest in:</p> <p>(i) any dividend or interest paid or payable in relation to the Shares; and</p> <p>(ii) any right, money or property accruing or offered at any time in relation to the Shares by</p>

<b>Company Name</b>		<b>Application for variation of charge under Section 164(2)</b>
<b>OCTEA MINING LTD. (the Company)</b>		
<b>Company No.:</b>	<b>1684821</b>	

way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,  
(collectively, **Security Assets**).

**The name and address of the trustee for the security or, if there is no such trustee, the name and address of the chargee**

As Chargee:

Standard Chartered Bank  
1 Basinghall Avenue  
London EC2V 5DD  
United Kingdom

(and its lawful successors and assigns)

**The name and address of the holder of the charge**

Standard Chartered Bank  
1 Basinghall Avenue  
London EC2V 5DD  
United Kingdom

(and its lawful successors and assigns)

**Details of any prohibition or restriction, if any, contained in the instrument creating the charge on the power of the company to create any future charge ranking in priority to or equally with the charge**

Except as expressly allowed in the Facility Agreement, the Company must not create or permit to subsist any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect on any Security Asset (except for the Charge).

<b>Company Name</b>		<b>Application for variation of charge under Section 164(2)</b>
<b>OCTEA MINING LTD. (the Company)</b>		
<b>Company No.:</b>	<b>1684821</b>	

<b>Name and Address of Person Filing the Variation of Charge and Entitlement to file the Variation of Charge</b>
<p>Appleby Jayla Place Wickhams Cay 1 PO Box 3190, Road Town, Tortola British Virgin Islands</p> <p>Legal Counsel for the Chargee</p>



Company Name		Application for variation of charge under Section 164(2)
OCTEA MINING LTD. (the Company)		

Company No.:	1684821

**Details of Variation of Registered Charge**

<b>Original Charge ID</b>	<b>Original Attachment ID</b>	<b>Details of Variation of Registered Charge</b>
JIE26F	1495134_2	<p>Pursuant to an implementation agreement dated 20 September 2016 made between Global Special Opportunities Ltd. (<b>GSO</b>) as buyer and Standard Chartered Bank as seller and a transfer certificate dated 20 September 2016 between Standard Chartered Bank as original lender, GSO as new lender and accepted by Standard Chartered Bank as agent and a subsequent implementation agreement dated 22 November 2016 (the <b>Agreement</b>) made between GSO as seller and Star West Investments Limited (<b>SWI</b>) as buyer and a transfer certificate dated 22 November 2016 made between GSO as existing lender and SWI as new lender and agent, that on and from the Transfer Date, being 22 November 2016, GSO and SWI agree to GSO transferring to SWI by novation all or part of GSO's Commitments(s), rights interests and obligations in accordance of with clause 24.5 of the Agreement.</p> <p>Accordingly the following changes were made to the original particulars of charge:</p> <p>In the section entitled "<i>The name and address of the trustee for the security or, if there is no such trustee, the name and address of the chargee</i>", the current details should be deleted and replaced with the following:</p> <p>"As Chargee: Star West Investments Limited, Victoria Place, 31 Victoria Street, Hamilton HM10, Bermuda"</p> <p>In the section entitled "<i>The name and address of the holder of the charge</i>", the current details should be deleted and replaced with the following:</p> <p>"Star West Investments Limited, Victoria Place, 31 Victoria Street, Hamilton HM10, Bermuda".</p>